

1 Q. Please state your name and business address.

2 A. My name is Jake E. Jennings and my business address is 527 E. Capitol Ave.,
3 Springfield, Illinois 62794.

4

5 Q. Are you the same Jake E. Jennings that filed testimony on November 8, 1996 and
6 November 22, 1996, in this proceeding?

7 A. Yes.

8

9 Q. What is the purpose of your supplemental rebuttal testimony?

10 A. The purpose of my supplemental rebuttal testimony is to respond to the supplemental
11 testimony of Mr. David H. Gebhardt and Mr. Joseph A. Rogers on behalf of Ameritech.
12 Specifically, I will address Ameritech's operational support systems, unbundled network
13 elements, including pricing, unbundled local switching, and current resale tariff. In addition,
14 I have been requested by Staff witness TerKeurst to address an alternative to defining
15 "predominantly facilities-based" competitors.

16

17 I. **Operation Support Systems**

18 Q. On page 3 of Mr. Rogers' Supplemental Rebuttal Testimony, he states that
19 Ameritech's Operation Support Systems ("OSS") must be "operational in the marketplace
20 and/or have undergone sufficient testing to ensure that they will provide competitors with the
21 requisite OSS-related capabilities." Do you agree with this position?

1 A. Somewhat. I agree that it is Ameritech's responsibility to ensure that its OSS are
2 functional. The best manner to evaluate whether Ameritech's OSS are functional is actual
3 use, rather than "sufficient testing" by Ameritech. Mr. Rogers' statement that he "cannot
4 comment" on the performance of Ameritech's OSS on the carrier customer's side of the
5 interface is troubling. Ameritech Illinois Ex. 9.0 at 16. The OSS are mutually dependent on
6 both Ameritech and the interconnecting carriers. Ameritech should not simply have the OSS
7 set up on its side of the interface and await interconnection and use by other carriers. In
8 order for the OSS to work in a commercially feasible manner, Ameritech has the added
9 responsibility to ensure the connecting carriers have sufficient information of Ameritech's
10 OSS, including working with carriers that experience rejected orders and/or orders that
11 require manual intervention.

12
13 Q. Is it sufficient for Ameritech's OSS to have undergone internal testing in order for the
14 OSS to be deemed operational?

15 A. No. As Mr. Rogers' supplemental testimony demonstrates, there have been errors
16 with the testing of Ameritech's OSS for ordering of resale services. Just because Ameritech
17 has completed internal testing of its various OSS, there is no assurance that other carriers
18 will be able to effectively utilize the OSS in a commercially feasible manner. There may be
19 oversights in a carrier's implementation of Ameritech's OSS specifications manuals.
20 Alternatively, Ameritech's OSS specification manuals may not be entirely clear, so that a
21 carrier may reasonably interpret the manuals differently than interpreted by Ameritech. Such

1 a situation would result in an error and failure to complete an order. Therefore, it is
2 essential that Ameritech's OSS meet the following criterion: internal testing by Ameritech;
3 testing with other carriers; and operational readiness. The operational readiness is the most
4 difficult criteria to define and can be different for each carrier. It is dependent on a carrier's
5 testing with Ameritech to a level where the carrier can successfully utilize Ameritech's OSS
6 on a commercially feasible level. Each carrier should develop benchmarks that will measure
7 its progress to predict the degree of successful orders that will be processed by Ameritech.

8
9 Q. Please explain what you mean by in stating that each of Ameritech's OSS functions
10 must be able to be utilized on a commercially feasible level?

11 A. A commercially feasible level implies that carriers are able to utilize Ameritech's OSS
12 in a sufficient manner that will accommodate the demand of a new LEC's services by end
13 users. For example, in order for a carrier to effectively compete in the local exchange
14 market, it must be able to offer its services to the general public with the expectation that all
15 service orders will be processed.

16
17 Q. Is it your understanding that Ameritech continues to update its OSS specification
18 manuals? If so, how difficult is it to determine if Ameritech's OSS are commercially
19 operational?

20 A. Yes. It is my understanding that Ameritech continues to update its ordering
21 specification manual and is expected to issue a revision in early January of 1997. In order to

1 determine the number of revisions Ameritech has made to its specification manuals, I have
2 submitted a data request to Ameritech. If Ameritech issues a revised specification manual
3 with significant changes, then it makes the previous testing obsolete. Carriers such as AT&T
4 will have to retest the ordering OSS to ensure that both their system and Ameritech's system
5 are commercially functional. Continual revisions to the specification manuals by Ameritech
6 signifies a degree of uncertainty regarding the operational readiness of Ameritech's OSS.

7
8 Q. Have you reviewed the test results of AT&T attached to Mr. Rogers' supplemental
9 rebuttal testimony?

10 A. Yes. One troubling fact of the test results is the relative number of orders processed
11 through "manual intervention." Even though the orders are successfully processed through
12 manual intervention, there is a question of why 47 out of 67 (70 percent) processed orders
13 required manual intervention. An even more critical question arises; does Ameritech have
14 sufficient capacity to process orders in a commercially feasible manner where 70 percent of
15 the orders require manual intervention? In order to further evaluate this question, I have
16 submitted data requests to Ameritech.

17
18 Q. Have there been any test results between Ameritech and other carriers regarding
19 Ameritech's pre-service ordering function?

20 A. No. I am not aware of any test results between Ameritech and other carriers
21 regarding pre-service ordering function utilizing Ameritech's OSS.

1 II. Resale

2 Q. In your rebuttal testimony, you stated that you did not have time to sufficiently review
3 Ameritech's wholesale tariff filed on November 20, 1996. (ICC Staff Ex. 4.01 at 9). Have
4 you now had time to review Ameritech's wholesale tariff filed on November 20, 1996, and
5 does it comport with the Commission's Resale Order and the FCC Order?

6 A. Yes, I have reviewed Ameritech's November 20, 1996, resale tariff filing and have
7 found four areas where the tariff is not in compliance with the Commission's Resale Order.
8 Those areas are: Branding and unbundling of operator and directory assistance from
9 wholesale services (Tariff 19, Part 22, Sec. 1, Sheet 3); Mirroring of Retail Tariff for term
10 commitments of Priority and Priority Plus rate elements (Tariff 19, Part 22, Sec. 3, Sheet
11 32), PBX, Centrex trunks (Tariff 19, Part 22, Sec. 5, Sheet 16), and Busy Line Verify and
12 Busy Line Interrupt were excluded (Tariff 20, Part 22, Sec. 41, Sheet 5). Staff has been in
13 discussions with Ameritech who has agreed to file revisions to their resale tariff addressing
14 all issues, except branding. However, it is my understanding that Ameritech has not yet
15 filed any such revisions. Therefore, it is Staff's intention to recommend an investigation of
16 Ameritech's wholesale tariff and compliance with the Commission's Resale Order.

17

18 Q. Have you reviewed Ameritech's proposed SGAT and contracts with MFS, TCG, and
19 CCT regarding resale?

1 A. Yes. In review of the proposed SGAT, I have found an area where the proposed
2 SGAT is not in compliance with the FCC Rules. Section 10.5.5 of the proposed SGAT
3 states:

4 As provided in the Act, Requesting Carrier may not purchase Resale Services unless
5 such services are resold to a person other than Requesting Carrier, its subsidiaries and
6 Affiliates.

7
8 This clause is not consistent with Section 251 or the FCC Rules implementing that Section.
9 Section 251(c)(4) of the 1996 Act sets forth the duty incumbent LECs must meet regarding
10 resale. This section of the Act requires the incumbent LEC:

11 (A) to offer for resale at wholesale rates any telecommunications service that the
12 carrier provides at retail to subscribers who are not telecommunications carriers; and
13

14 (B) not to prohibit, and not to impose unreasonable or discriminatory conditions or
15 limitations on, the resale of such telecommunications service, except that a State
16 commission may, consistent with regulations prescribed by the Commission under this
17 section, prohibit a reseller that obtains at wholesale rates a telecommunications service
18 that is available at retail only to a category of subscribers from offering such service
19 to a different category of subscribers.
20

21 Section 251(c)(4) basically requires that Ameritech meet the following: (1) it must offer its
22 retail services to other carriers at wholesale rates; (2) it may not impose unreasonable or
23 discriminatory restrictions on the resale of its retail services; and (3) it may allow a
24 restriction on resellers reselling residential services to business customers or vice-versa. A
25 simple reading of the statute does not allow the restriction set forth in Section 10.5.5 of the
26 proposed SGAT.
27

1 The FCC rules implementing Section 251(c) also do not allow the restriction in
2 Section 10.5.5 of the proposed SGAT. Section 51.613(a) of the FCC's rules allows only two
3 types of restrictions on resale: cross-class selling and short term promotions. Section
4 51.613(b) states as follows:

5 With respect to any restrictions on resale not permitted under paragraph (a), an
6 incumbent LEC may impose a restriction only if it proves to the state commission that
7 the restriction is reasonable and nondiscriminatory.

8
9 Ameritech has not made such a showing.

10 I note that this issue is being arbitrated in Docket 96 AB-008 between Sprint and
11 Ameritech. Staff has opposed Ameritech's proposed resale restriction in that docket, as
12 being inconsistent with the FCC's rules. This is also an issue in Docket 96 AA-001, if the
13 negotiated portions of the Ameritech/AT&T agreement are evaluated using the standards for
14 arbitrated agreements.

15 In addition, this provision is not consistent with Section 251 or the FCC Rules
16 implementing that Section and paragraph 875 of the FCC Order. Paragraph 875 of the FCC
17 Order states:

18 We conclude that section 251(c)(4) does not require incumbent LECs to make services
19 available for resale at wholesale rates to parties who are not "telecommunications
20 carriers" or who are purchasing service for their own use. The wholesale pricing
21 requirement is intended to facilitate competition on a resale basis. Further, the
22 negotiation process established by Congress for the implementation of section 251
23 requires incumbent LECs to negotiate agreements, including resale agreements, with
24 "requesting telecommunications carrier or carriers," not with end users or other
25 entities. We further discuss the definition of "telecommunications carrier" in Section
26 IX. of the Order.
27

1 The first sentence of paragraph 875 limits the purchase of wholesale services to (1) non-
2 telecommunications carriers and (2) parties who are purchasing for their own use.
3 Telecommunication carriers are entitled to purchase wholesale services from Ameritech.
4 Ameritech has relied in Docket 96 AB-008 on the clause "who are purchasing service for
5 their own use" as the basis for the language in its proposed Section 10.5.5. However, a
6 carrier will not be purchasing wholesale services solely for its own use; rather, it will
7 purchase wholesale services as a carrier for resale to end users. Therefore, it is entitled,
8 according to paragraph 875 of the FCC Order, to purchase wholesale services for its own use
9 in addition to the wholesale services purchased for resale. In essence, the carrier, as an end
10 user, is entitled to "purchase" resold services from a reseller (including itself) just like any
11 other end user. The clause "who are purchasing service for their own use" is intended to
12 prevent end users from becoming telecommunications carriers just to purchase service for
13 themselves at wholesale rates.

14

15 III. Unbundled Local Switching

16 Q. Have you reviewed Mr. Gebhardt's supplemental rebuttal testimony regarding
17 unbundled local switching ("ULS")?

18 A. Yes. I will comment on three areas of Ameritech's ULS offering through its
19 proposed SGAT and Mr. Gebhardt's discussion in his rebuttal and supplemental rebuttal
20 testimony. First, I agree with Mr. Gebhardt's Exhibit 1.2, Schedule 1, regarding the
21 payment of compensation between purchasers of ULS and other carriers in all but one

1 respect. Contrary to the Commission's wholesale order, the proposed SGAT provides that
2 purchasers of the ULS will pay the Common Carrier Line ("CCL") charge and 75% of the
3 Residual Interconnection Charge ("RIC"). Mr. Gebhardt also recognizes this fact in his
4 rebuttal testimony. Ameritech Illinois Ex. 1.1 at 52. I disagree with Ameritech's proposed
5 ULS service that requires carriers to pay any originating and/or terminating access charges to
6 Ameritech. (ICC Staff Ex. 4.00 at 6 and 4.01 at 8).

7 The second comment I will make is that the proposed SGAT does not include
8 common transport because Ameritech is taking the position that "common transport" is not a
9 network element. Ameritech Illinois Ex. 1.1 at 54. I disagree with Mr. Gebhardt's claim
10 that common transport is not a network element; however, I am not aware of any carrier that
11 has requested common transport as an unbundled network element in any of the arbitration
12 proceedings. A requirement that carriers must purchase dedicated transport to provide end to
13 end telecommunications service (i.e., use of the platform - combining ULS, unbundled loops
14 with dedicated transport) will result inefficient utilization of the network. The inefficient
15 utilization of the network will occur because carriers will not find it cost effective to
16 purchase dedicated transport from an end office to other end offices, including both adjacent
17 end offices and those connected through an Ameritech tandem (i.e., essentially replicating
18 Ameritech's local transport network). Instead, carriers will purchase ULS and dedicated
19 transport to an Ameritech tandem office as mutual compensation traffic for the purpose of
20 providing end to end service by recombining unbundled network elements. Under mutual
21 compensation, Ameritech would then be responsible for terminating the traffic to the called

1 destination. Therefore, traffic that normally would be directly routed to an adjacent
2 Ameritech end office will now be routed to Ameritech's tandem and then to the adjacent end
3 office for completion. This unintended consequence could result in capacity exhaustion of
4 the tandem since calls that normally would have been directly routed from one end office
5 switch to another end office switch would be routed to the tandem.

6 The final comment regards Ameritech's requirement that custom routing must be
7 purchased in conjunction with the ULS. Although I do not necessarily agree that carriers
8 should have to purchase custom routing, I find it odd that Ameritech requires custom routing
9 for ULS, but yet has argued that custom routing is not technically feasible for unbundling
10 operator services and directory assistance from wholesale services.

11 12 **IV. Pricing of Interconnection and Unbundled Network Elements**

13
14 **Q.** Have you reviewed Ameritech's proposed SGAT, TCG contract, MFS contract, and
15 CCT contract for compliance with the pricing standards in Section 252(d) of the Act?

16 **A.** Yes. The prices contained in Ameritech's proposed SGAT and the Ameritech/TCG
17 contract are the same ones adopted by the Commission in Docket 96 AB-003/4 and 96 AB-
18 006.¹ However, the prices contained in Ameritech's contracts with MFS and CCT are
19 significantly higher than those adopted by the Commission in Dockets 96 AB-003/4 and 96
20 AB-006. The listed prices for unbundled loops, nonrecurring charges, and the cross connect

21 ¹With one exception, the Ameritech/TCG price for DS1 cross connect is significantly less
22 than that adopted in Docket 96 AB-003/4.

1 rate for collocation are not consistent with Section 252(d). There is no cost basis for the
2 rates in these agreements. However, in Docket 96 AB-003/4, the Commission set rates for
3 Ameritech's unbundled network elements, interconnection, and mutual compensation that
4 were based on Section 252(d) of the Act. Therefore, the rates developed in Docket 96 AB-
5 003/4 are the only comparison I have to determine if the rates in the MFS and CCT
6 agreements are consistent with Section 252(d) of the Act.

7 There are some significant differences between the rates in the MFS and CCT
8 agreements and those based on Section 252(d) of the Act adopted in the AT&T/Ameritech
9 arbitration proceeding. Therefore, I recommend that the Commission find that the rates for
10 unbundled loops in the agreement are not consistent with Section 252(d) of the Act.

11
12 **V. Predominantly Facilities-based Competitors - -**

13 Q. Please comment on determining whether a new LEC is providing service
14 predominantly over its own facilities.

15 A. As discussed by Staff witness TerKeurst, a relative LRSIC analysis is more
16 appropriate than a "net revenue test" to determine if a carrier is providing service
17 predominantly over its own facilities. Specifically, a relative LRSIC analysis could be used
18 to determine if a carrier is predominantly utilizing its own facilities or relying predominantly
19 on Ameritech's facilities. In order to determine if a carrier is predominantly utilizing its
20 own facilities, the LRSICs for the following network elements must be calculated and
21 identified. In Docket 96 AA-003/4, Ameritech provided the following LRSIC data:

1 unbundled loops in access area A, B, and C, unbundled switching (ULS ports, trunk ports,
2 and usage) and interoffice transport (DS1, DS3, etc.) If a carrier installs its own switch,
3 then it has the capacity to service 20,000 to 60,000 lines on average. Since the carrier
4 installing its own switch incurs the costs on a total basis as opposed to a per line or customer
5 basis, the LRSIC of the average switch must be calculated. Since I do not have the average
6 number of lines TCG, MFS, and CCT currently have in their respective switches, the
7 average number of lines Ameritech's switches have in Access Area A can be used. In
8 addition, the average costs per switch for usage must be estimated as well as the average
9 costs of transport for mutual compensation. The sum of the carrier's LRSIC can then be
10 compared to the amount of costs it incurs in purchasing unbundled loops. If the sum of the
11 LRSICs of a carrier's equipment is greater than the sum of the LRSICs of unbundled loops
12 purchased from Ameritech, then the carrier is providing local telecommunications service
13 predominantly over its own facilities.

14 However, at this time I do not have sufficient information to perform such an
15 analysis. I expect to have the necessary information by the time of hearings to determine if
16 MFS, TCG, and/or CCT meet this criteria. Although I will withhold final judgement until
17 my analysis is completed, however, I do expect that, under a relative LRSIC analysis, a
18 switched-based carrier will meet the predominantly facilities-based standard.

19
20 Q. Please explain why using relative LRSICs is more appropriate than a "net revenue
21 test"?

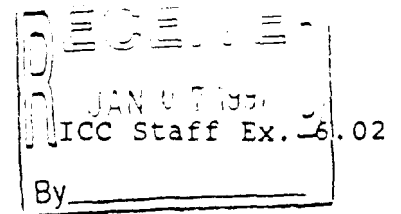
1 A. The relative LRSIC approach measures the relative costs of providing
2 telecommunications service. Where as, the net revenue test measures the value of a
3 service(s) by consumers and the manner by which carriers recover their costs. The costs of
4 an element or service reflects the costs to society, rather than the value place on a service by
5 society. The telecommunications market allows carriers to sell services at prices which do
6 not reflect the costs or the manner by which costs are incurred to provide the service. For
7 example, a carrier could charge less than costs for local service and charge more than costs
8 for long distance service to remain profitable. However, it is the cost of a service or
9 element that determines whether a new LEC builds its own or purchases services or elements
10 from Ameritech.

11

12 **V. Conclusion**

13 Q. Does this conclude your Rebuttal Testimony?

14 A. Yes.



SUPPLEMENTAL REBUTTAL TESTIMONY

OF

SAM E. TATE

TELECOMMUNICATIONS DIVISION

ILLINOIS COMMERCE COMMISSION

DOCKET 96-0404

JANUARY, 1997

1 Q. ARE YOU THE SAME SAM E. TATE WHO PREVIOUSLY FILED BOTH
2 DIRECT AND REBUTTAL TESTIMONY IN THIS PROCEEDING?

3

4 A. Yes, I am.

5

6 Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL REBUTTAL TESTIMONY?

7

8 A. I address issues raised by Ameritech in their supplemental
9 rebuttal testimony regarding dialing parity.

10

11 Q. WHAT IS AMERITECH ILLINOIS' POSITION WITH REGARDS TO DIALING
12 PARITY FOR 411 CALLS?

13

14 A. Mr. Dunny notes in his supplemental rebuttal testimony that
15 Ameritech provides dialing parity for directory assistance calls.
16 He further notes that customers of competing providers of
17 telecommunications service have access to directory assistance
18 services using precisely the same dialing patterns which
19 customers of Ameritech Illinois use. In addition, he explains
20 that a customer of a carrier purchasing unbundled local switching
21 uses the same dialing pattern and that where another provider
22 uses its own switch to provide facilities based service, that
23 provider can program its switches to enable customers to use the
24 same dialing patterns to reach Ameritech Illinois directory
25 assistance.

26

1 Q. WHAT IS AMERITECH ILLINOIS' POSITION WITH RESPECT TO DIALING
2 PARITY FOR REPAIR CALLS?

3
4 A. Mr. Dunny notes in his supplemental rebuttal testimony that
5 while he does not believe Ameritech Illinois is under an
6 obligation to provide dialing parity for 611 calls, Ameritech
7 Illinois does provide parity. He explains that a reseller
8 purchasing telecommunications services from Ameritech Illinois
9 will have 611 access to repair services and at the same time, as
10 required by the Illinois Wholesale Order, resellers will be
11 expected to develop their own, unique repair numbers to handle
12 repair calls by their end user customers. When a reseller end
13 user customer dials 611, they will be provided with the
14 appropriate repair number for their reseller and transferred to
15 the reseller's repair bureau.

16
17 Q. WHAT DOES 271(c)(2)(B) OF THE ACT REQUIRE?

18
19 A. 271(c)(2)(B)(xii) of the Act requires nondiscriminatory
20 access to such services or information as are necessary to allow
21 requesting carrier to implement local dialing parity in
22 accordance with the requirements of section 251(b)(3).

23
24 Q. WHAT DOES SECTION 251(b)(3) OF THE ACT REQUIRE?

25
26 A. Section 251(b)(3) of the Act requiress the duty to provide

1 dialing parity to competing providers of telephone exchange
2 service and telephone toll service, and the duty to permit all
3 such providers to have nondiscriminatory access to telephone
4 numbers, operator services, directory assistance, and directory
5 listing, with no unreasonable dialing delays.

6
7 **Q. IN YOUR OPINION, IS AMERITECH ILLINOIS' OFFERING OF A "WARM**
8 **TRANSFER" FOR RESELLER'S 611 CALLS SUFFICIENT TO MEET THE DIALING**
9 **PARITY REQUIRED AS SET FORTH IN 271(c)(2)(B)(xii) OF THE ACT?**

10
11 **A. No.** It is my opinion that in order to meet the dialing
12 parity requirement, 271(c)(2)(B)(xii), a customer of Ameritech
13 and a customer of a competing carrier should dial the same exact
14 number of digits for the services described in section 251(b)(3).
15 As a matter of policy, it is my opinion, that section 251(b)(3)
16 includes all services. Therefore, Ameritech's proposal that a
17 "warm transfer" is sufficient for dialing parity is incorrect.

18 In Docket 95-0458 et al., Consol., the Commission found that
19 it was sufficient for Ameritech to implement a "warm transfer"
20 for 611 calls. Order at 54. However, the issue in Docket 95-
21 0458 et al., Consol., centered around the technical feasibility
22 of custom routing of 611 service and whether 611 service should
23 be resold; rather, than the issue of dialing parity. In order
24 for Ameritech to meet the dialing parity requirement for 611
25 service, Ameritech should either implement a technical solution
26 to allow resellers' end users to dial 611 and reach the reseller

1 or alternatively, expand the 611 service repair number to ten
2 digits, the same number of digits a reseller would use for its
3 service repair center.

4

5 Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL REBUTTAL TESTIMONY?

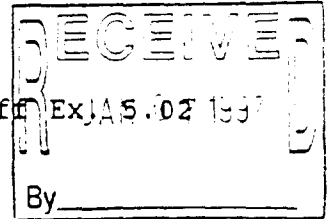
6

7 A. Yes, it does.

8

9

ICC Staff Ex. 15.02 1997



SUPPLEMENTAL REBUTTAL TESTIMONY

OF

SAMUEL S. MCCLERREN

TELECOMMUNICATIONS DIVISION

ILLINOIS COMMERCE COMMISSION

DOCKET 96-0404

JANUARY 1997

1 1. Q. Are you the same Samuel S. McClerren who previously
2 provided both direct and rebuttal testimony in this
3 case?

4
5 A. Yes, I am.

6

7

8 2. Q. What is the purpose of your supplemental rebuttal
9 testimony?

10

11 A. I plan to discuss my ongoing concerns raised in my
12 direct testimony that have not yet been satisfactorily
13 addressed by Illinois Bell. These concerns are:

14

15 (1) Ameritech Illinois' response to Question
16 19(g) posed by the Commission.

17

18 (2) Reporting of affiliate information.

19

20

21 3. Q. What is your concern about Ameritech Illinois' response
22 to Question 19(g)?

23

24 A. As noted on pages 7-10 of my direct testimony, Question
25 19(g) asks Illinois Bell to identify the average
26 provisioning intervals and maintenance times for

1 services the Company provides to competitors compared
2 with those it provides to itself. Unfortunately, this
3 is a question that the Company fails to answer
4 satisfactorily.

5
6
7 4. Q. What is the Company's position on Question 19(g)?

8
9 A. Initially, the Company contends that this information
10 is potentially proprietary to the competitive carriers
11 operating in Ameritech Illinois' service territory.
12 Then, the Company states that it does not presently
13 compare provisioning intervals and maintenance times
14 for services which it provides to both itself and to
15 competitors.¹

16
17 Ameritech Illinois does offer a proposed schedule to
18 maintain such information, and states that competitors
19 will receive information in each of these categories on
20 Ameritech Illinois' performance with respect to its own
21 customers, with respect to the customers of all
22 competitors and with respect to the customers of the
23 individual competitor. In direct testimony, Ameritech
24 Illinois' witness states that this information will be

25 ¹ Direct Testimony of David H. Gebhardt, Ameritech Illinois
26 Ex. 1.0, pp. 49-50.

1 available when enough data is collected on the
2 provisioning of service to competitors to develop
3 measurements which are statistically valid.² In
4 rebuttal testimony, Ameritech Illinois' witness
5 testifies that it will provide parity and performance
6 obligation reports starting late in the first quarter
7 of 1997.³

8
9
10 5. Q. Why do you believe the Company fails to answer Question
11 19(g) satisfactorily?

12
13 A. First, I am not persuaded that proprietary concerns
14 should preclude the Company from providing this
15 information to the Commission. The Commission and the
16 Staff regularly handle confidential material without
17 problems, and there are mechanisms available to protect
18 against unlawful distribution of sensitive material.

19
20 Second, Question 19(g) asks for the Company's
21 performance, not its planned performance. Ameritech
22 Illinois has already successfully negotiated
23 interconnection agreements with MFS, WinStar, and

24 ² Direct Testimony of David H. Gebhardt, Ameritech Illinois
25 Ex. 1.0, p. 50.

26 ³ Rebuttal Testimony of Warren Mickens, Ameritech Illinois
27 Ex. 8.0, p. 39.

1 Consolidated Communications. Ameritech Illinois'
2 response to Question 23 indicates that there are other
3 entities that have requested interconnection, access or
4 the ability to resell IBT's services.⁴ Ameritech
5 Illinois witness Alexander states that Ameritech
6 Illinois has already installed over 8,000 end office
7 integration trunks in Illinois. These trunks have, in
8 1996, carried nearly 250,000,000 minutes of traffic
9 between the networks of Ameritech Illinois and other
10 interconnecting carriers.⁵ Accordingly, there must be
11 some performance data available to assess average
12 provisioning intervals and maintenance times for
13 services IBT provides to competitors compared with
14 those it provides to itself.

15
16
17 6. Q. What is your continuing concern about reporting of
18 affiliate information?

19
20 A. Ameritech Illinois states that it will report its
21 performance relative to Ameritech Illinois' performance
22 to its own customers, relative to the customers of all
23 competitors, and with respect to the customers of the

24 ⁴ Direct Testimony of David H. Gebhardt, Ameritech Illinois
25 Ex. 1.0, pp. 54-56.

26 ⁵ Direct Testimony of Scott J. Alexander, Ameritech
27 Illinois Ex. 3, pp. 8-9.

1 individual competitor.⁶ On rebuttal, Ameritech
2 Illinois' witness indicates that a great deal of
3 information will be captured and reported, and briefly
4 addresses reporting parity with affiliates when
5 discussing Operations Support Systems ("OSS").⁷

6
7 I am concerned that Ameritech Illinois is not planning
8 to report, on a non-aggregated basis, its performance
9 for affiliates on items such as interconnection, resale
10 or unbundled loops.

11
12
13 7. Q. What do you recommend regarding reporting of affiliate
14 information?

15
16 A. I believe Ameritech Illinois should be required to
17 report its performance relative to its own affiliates
18 on a non-aggregated basis for all performance
19 measurements, not just OSS. Given the advent of ACII,
20 and the potential for accusations of discriminatory
21 behavior, it is in the Company's own interests to
22 document that it is not providing preferential levels
23 of service to its affiliates.

24 ⁶ Direct Testimony of David H. Gebhardt, Ameritech Illinois
25 Ex. 1,0, p. 50.

26 ⁷ Rebuttal Testimony of Warren Mickens, Ameritech Illinois
27 Ex.8.0, p. 41.

1 8. Q. Does this conclude your supplemental rebuttal
2 testimony?

3

4 A. Yes, it does.